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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

PACIFIC COAST STEEL, a Delaware general partnership, and SAN DIEGO STEEL HOLDINGS GROUP, INC., a California corporation,

Plaintiffs,
vs.

TODD LEE LEANY, an individual resident of Nevada, both individually and as Trustee of the Todd Lee Leany Irrevocable Trust, TAMRA MAE L. HUNT, an individual resident of Nevada, both individually and as Trustee of the Tamra Mae L. Hunt Irrevocable Trust, LYNN M. LEANY, an individual resident of Nevada, both individually and as Trustee of the Lynn M. Leany Family Trust, CENTURY STEEL, INC., a Nevada Corporation, CALICO CONSTRUCTION SUPPLY LLC, a Nevada limited liability company, CENTURY STEEL HOLDINGS, INC, a Nevada corporation, CENTURY PROPERTIES HENDERSON 18 LLC, a Nevada limited liability company, CENTURY STEEL, INC., a Utah corporation.

Defendants.

Case No. 2:09-cv-02190-KJD-PAL

STIPULATED PROTECTIVE ORDER

AND RELATED COUNTER-CLAIMS
AND THIRD PARTY COMPLAINT

20 This matter comes before the Court upon the parties' agreement for Protective Order.

WHEREAS, the parties anticipate that they will produce documents or provide information in the course of this action that contain certain personal, confidential business, financial or commercial information, trade secrets, or competitively sensitive information (“Confidential Information”);

WHEREAS, it is the desire of the parties to protect all information produced or provided in this case, including all Confidential Information;

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1 WHEREAS, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court
2 hereby enters this Stipulated Protective Order limiting the disclosure of certain information
3 produced or otherwise discovered. The parties (and other individuals and entities as stated
4 herein) are hereby bound by the restrictions of this Order limiting the use of such information as
5 provided;

6 IT IS HEREBY STIPULATED, by and between Plaintiffs/Counter-Defendants Pacific
7 Coast Steel and San Diego Steel Holdings Group, Inc. and Third Party Defendants Eric Benson
8 and David Perkins (hereinafter "Plaintiffs"); and Defendants/Counter-claimant/Cross-claimants
9 Todd Lee Leany, Century Steel, Inc. (Nevada), Calico Construction Supply, LLC, Century Steel
10 Holdings, Inc., Century Properties Henderson 18, LLC and Century Steel, Inc. (Utah), Tamra
11 Mae L. Hunt and Lynn M. Leany (hereinafter "Defendants") agree that this Stipulated Protective
12 Order ("Protective Order") is necessary and appropriate to protect information produced or
13 provided in this action.

14 1. Any information, document, or thing produced or created in connection with this
15 litigation that is reasonably believed by a Producing Party to contain proprietary information,
16 trade secrets, confidential research, or other commercially sensitive material, the disclosure of
17 which would tend to cause substantial harm to the Producing Party's legitimate business or
18 privacy interests, or the privacy interests of the Producing Party's employees or customers, may
19 be designated as "Confidential Material." As used herein, Confidential Material may include:
20 (a) all papers, tapes, documents (including answers to interrogatories or requests for admission),
21 disks, diskettes, and other tangible things produced by or obtained from a Producing Party;
22 (b) deposition testimony in this action, including transcripts or portions of depositions herein and
23 exhibits thereto; and (c) all copies, extracts, and complete or partial summaries prepared from
24 such papers, documents, depositions or things. The designation of Confidential Material shall be
25 made in good faith, and no Producing Party shall designate material as Confidential Material
26 without a reasonable and good faith belief that such designation is appropriate.

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1 As used herein, "Producing Party" shall refer to any person or entity producing information,
2 documents, discovery responses, or testimony in connection with this litigation, regardless of
3 whether the Producing Party is a Party to this action.

4 2. Designation of Confidential Material may be made by stamping or otherwise
5 marking the material as follows: "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER in
6 Pacific Coast Steel et al. v. Todd Lee Leany et al. Civil Action Number 2:09-cv-02190-KJD-
7 PAL, United States District Court for the District of Nevada."

8 3. If a Producing Party inadvertently fails to stamp certain documents upon their
9 production, it may, within 30 days, designate such documents as Confidential Material. In that
10 case, at the request and expense of the Producing Party, and upon receipt of the new documents
11 subsequently designated as Confidential Material, the Receiving Party shall either destroy or
12 return the original documents inadvertently not designated as Confidential Material to the
13 Producing Party. The Receiving Party shall not be held liable or responsible for any disclosure
14 prior to the subsequent designation of the documents as Confidential Material.

15 4. The designation of any document or information as "Confidential Material"
16 pursuant to the terms of this Order shall constitute the verification of counsel for the Producing
17 Party that the documents have been reviewed for compliance with the criteria of this Order and
18 that the designation "Confidential Material" is, in the good faith judgment of counsel, consistent
19 with the terms of this Order.

20 5. Confidential Material and information derived from Confidential Material shall be
21 used only as reasonably necessary for preparation and trial of this action, including any appeal or
22 retrial, and shall not be used for any other purpose, including, without limitation, any other
23 litigation or proceeding or any business, competitive, or governmental purpose or function.
24 Confidential Material and information derived from Confidential Material shall not be disclosed
25 except as set forth in Paragraph 6.

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1 The designation of documents and information as Confidential Material will not be affected or
2 compromised by any disclosure made pursuant to Paragraph 6, and either party may designate
3 those portions of any transcript that concern or relate to Confidential Material or information
4 derived from Confidential Material as confidential under the terms of this Protective Order.

5 6. Confidential Material may be disclosed only to the following persons:

6 (a) Outside counsel of record for any Party, including partners, associates,
7 members and shareholders of such outside counsel;

8 (b) Paralegal, stenographic, clerical, technology support, and secretarial
9 personnel employed or retained by counsel described in (a);

10 (c) Any Party hereto and any of Party's officers, directors, members, trustees,
11 partners, or in-house legal personnel;

12 (d) Percipient witnesses who are former employees, officers, partners or
13 directors of a Party;

14 (e) Witnesses called to testify at deposition or trial;

15 (f) Court personnel including stenographic reporters engaged in such
16 proceedings as are necessarily incident to preparation for trial and trial of this action;

17 (g) Any third-party consultant (including without limitation any imaging or
18 other litigation support vendor) or expert retained in connection with this action; and

19 (h) Such other persons as hereafter may be designated by written stipulation of
20 all parties filed in this action or by further order of the Court on motion by any party to this
21 action.

22 7. Each individual, other than those identified in Paragraphs 6(a), (b), (c), and (f)
23 above, to whom Confidential Material is furnished, shown, or disclosed, shall, prior to the time
24 s/he receives access to such materials, be provided by counsel furnishing her/him such material a
25 copy of this Order and agree to be bound by its terms, and shall certify that s/he has carefully read
26 the Order and fully understands its terms, by signing the certificate attached as Exhibit A. Such
27 person also must consent to be subject to the personal jurisdiction of this Court with respect to
28 any proceeding relating to enforcement of this Order, including any proceeding relating to

1 contempt of court. The certificate shall be of the form set forth in Exhibit A hereto. Counsel
2 making disclosure to any person as described herein above shall retain the original executed copy
3 of said certificate until final termination of this litigation, including any appeal or retrial.

4 8. The placing of any confidentiality designation or a production identification
5 number on the face of a document produced shall have no effect on the authenticity or
6 admissibility of that document at trial. However, a confidentiality designation shall not be
7 included on any document presented for admission at trial.

8 9. Nothing in this Order shall be construed to limit in any way the ability of the
9 Producing Party to use or disclose his, her, or its Confidential Material in any manner whatsoever.

10 10. The foregoing is without prejudice to the right of any Party: (a) to apply to the
11 Court for a further protective order relating to any Confidential Material, or relating to any
12 discovery in this litigation; (b) to object to the production of documents it considers not subject to
13 discovery; or (c) to apply to the Court for an order compelling production of documents or
14 modification of this Order or for any order permitting disclosure of Confidential Material beyond
15 the terms of this Order, or to abolish this order, at any time.

16 11. Any document or thing filed with the Court for any purpose that reveals any
17 Highly Confidential Material shall be filed under seal and kept under seal until further ordered by
18 the Court. Where possible, only confidential or otherwise protected portions of filings with the
19 Court shall be filed under seal. Consistent with the procedure set forth in Federal Rule of Civil
20 Procedure 26(c)(8), a Party desiring to file any Highly Confidential Material shall deliver one
21 copy of the document or thing containing the Highly Confidential Material to the Clerk's Office
22 in a sealed envelope, accompanied by a cover sheet that includes: the caption of the case,
23 including the case number; the title "Restricted Document"; a statement indicating that the
24 document is filed as restricted in accordance with an Order of court and the date of the Order; and
25 the signature, name, address, and e-mail address of the attorney of record filing the document and
26 the title of the document. Marked on the outside of each sealed envelope shall be the style and
27 case number of the action, identification of the document or thing within, and a statement
28 substantially in the following form:

1 CONTAINS CONFIDENTIAL INFORMATION FILED UNDER SEAL
2 PURSUANT TO THE PROTECTIVE ORDER OF [DATE]. TO BE
3 OPENED ONLY BY OR AS DIRECTED BY THE COURT OR BY
4 STIPULATION OF THE PARTIES SUBJECT TO THE APPROVAL OF
THE COURT.

5 Documents so labeled shall be kept by the Clerk under seal and shall be made available only to
6 the Court or persons authorized by the terms of this Order to have access thereto.

7 12. Any "Confidential Material" designated by any party to be introduced at trial or as
8 part of the record on appeal may be offered into evidence in open court unless the Producing
9 Party that produced the material or obtained the "Confidential Material" designation for material
10 produced by others obtains an appropriate protective order from this Court or the appellate court.
11 The Producing Party must be given notice and sufficient opportunity to seek such a protective
12 order. However, in the event that either party intends to use "Confidential Material" for purposes
13 of impeachment or rebuttal, that party shall show such material to the Producing Party before
14 using that material in open court. In any case, as noted in paragraph 8 above, a confidential
15 designation shall not be included on any document presented for admission at trial.

16 13. (a) If Confidential Material is disclosed at a deposition, only the court reporter
17 and those persons who are authorized by the terms of this Order to receive such material may be
18 present. Counsel for any party may exclude from the room during a deposition or other
19 proceeding which is subject to the Court's order, any person (other than the witness who is then
20 testifying) who is not entitled under this Order to receive Confidential Material. Confidential
21 Material shall not be disclosed to the witness then testifying except in strict conformity with the
22 provisions of this Order, including the requirement that the testifying witness agree to be bound
23 by the terms of this Order by executing the Agreement set forth in Exhibit A hereof. However,
24 when the witness testifying is employed by one of the parties, officers of that party or any party,
25 whether corporate or individual, may be present at the deposition without violating the provisions
26 of this Paragraph. Furthermore, the witness shall not be restricted by this Order from using
27 Confidential Material of the party constituting his employer even if such Confidential Material of
the party constituting his employer is disclosed to him during his deposition. The Court shall

1 determine who, if anyone, shall be excluded from the room during hearings, trials, and other
2 proceedings whenever the witness is being asked a question that counsel for either party deems
3 calls for the disclosure of information or documents which relates to his or her client and which
4 should be treated as Confidential Material under this Order.

5 (b) All transcripts of depositions and exhibits thereto, shall, in their entirety, be treated
6 as Confidential Material for a period of 45 days after such transcripts are actually received by
7 counsel for each of the parties, unless otherwise agreed to by the parties on the record. During
8 that 45-day period, deposition transcripts, and exhibits thereto, may be designated as Confidential
9 Material pursuant to the terms of this Order by notifying all counsel in this case and counsel for
10 the Producing Party in writing. Any party or deponent may also designate specific testimony or
11 transcript pages as Confidential Material by notice on the record at the deposition. The portions
12 of the transcripts of all testimony designated as Confidential Material shall be separately bound
13 by the reporter in booklets bearing the appropriate designation. If any document or information
14 designated as Confidential Material pursuant to this Order is used during the course of a
15 deposition herein, that portion of the deposition record reflecting such material shall be stamped
16 with the appropriate designation and access thereto shall be limited pursuant to the terms of this
17 Order.

18 14. Should any Party to whom Confidential Material is disclosed object to the
19 classification of such materials, the parties shall meet and confer in good faith in an effort to
20 resolve the dispute. In the event the objection cannot be resolved informally, then the Party
21 asserting confidential status may, after allowing their opponent a reasonable time to respond,
22 apply to the Court for an order determining that the materials were properly designated. The
23 burden shall be on the designating Party to prove that the materials are deserving of the
24 confidential classification. Until the Court rules to the contrary, all materials designated as
25 Confidential Material shall be treated as prescribed in this Order.

26 15. Notwithstanding the foregoing provisions of this order, any interested member of
27 the public may challenge any designation of confidentiality pursuant to this Order by filing an
28 appropriate motion with this Court.

1 16. If any Party or person that has obtained Confidential Material under the terms of
2 this Order receives a subpoena or other legal process commanding the production of any such
3 documents or information (the "subpoena"), such Party or person shall within five (5) business
4 days notify counsel for the Producing Party or the party that designated the information or
5 documents as Confidential Material of the service of the subpoena. The Party or person receiving
6 the subpoena shall not produce any Confidential Material in response to the subpoena without
7 either the prior written consent of the Party or person that designated the information or
8 documents as Confidential Material or an order of a court of competent jurisdiction. However,
9 the Party or person that designated the information or documents as Confidential Material in such
10 case shall have the burden of seeking a court order relieving the subpoenaed Party or person of
11 the obligations of the subpoena prior to the return date of such subpoena, or the subpoenaed Party
12 or person shall be relieved of its obligations under this Paragraph.

13 17. The provisions of this Order shall not terminate at the conclusion of this action.
14 Within 90 days of the conclusion of the trial and of any appeals, or upon other termination of this
15 litigation, all documents or copies of documents designated as Confidential Material and received
16 under the provisions of this Order shall either be returned to the Producing Party or person or be
17 destroyed. Documents containing or describing Confidential Material other than attorney work
18 product, trial transcripts and trial exhibits admitted into evidence, declarations executed pursuant
19 to Paragraph 7 hereto, and copies of any pleading or paper filed on record with the Court shall
20 either be returned to the Producing Party or person or be destroyed; *provided, however,* that
21 attorney work product or other privileged documents need not be returned or destroyed, but
22 instead shall be kept privileged and/or confidential by the attorney retaining such work product
23 and/or asserting the privilege. All parties or persons that received Confidential Material must
24 certify in writing compliance with this section upon request by the Producing Party.

25 18. In the event anyone shall violate or threaten to violate any terms of this Order, the
26 aggrieved Party may seek remedies pursuant to applicable federal or Nevada law.

27 19. All persons subject to the terms of this Order agree that this Court shall retain
28 jurisdiction over them for the purpose of enforcing this Order.

1 20. Nothing in this Order shall provide the basis for any assertion that confidentiality
2 protection should or should not extend to documents used as exhibits at any hearing or trial in this
3 action. Upon request, the parties shall meet and confer regarding the treatment of Confidential
4 Material at any hearing or trial. In the event the parties cannot agree on an appropriate form of
5 proposed order, the treatment of Confidential Material, if any, shall be governed by the Pretrial
6 Order or other orders concerning the conduct of the trial.

7 21. The terms "Party" and "Parties" as used in this Order refer to the current parties to
8 this action as well as any parties who may later be added to or join this action. The terms of this
9 Order shall apply automatically to any such later added or joined parties.

10 22. Confidential Material shall not be copied or reproduced for use in this action
11 except to the extent such copying or reproduction is reasonably necessary to the conduct of this
12 action, and all such copies or reproductions shall be subject to the terms of this Order. If the
13 duplicating process by which copies or reproductions of Confidential Material are made does not
14 preserve the confidentiality designation that appears on the original documents, all such copies or
15 reproductions shall be stamped as appropriate pursuant to Paragraph 2 above.

16 23. The provisions of this Order may be modified only by agreement of the Parties or
17 order of the Court. Any party or third-party is free to request such modification.

18 24. All documents produced by, or discovery responses of, any Producing Party in this
19 action, as well as all deposition testimony in these proceedings, including without limitation, all
20 Confidential Material shall be used solely in connection with, and only as necessary to, this
21 litigation, and the preparation and trial of this litigation, or any appellate proceeding arising from
22 this proceeding, and not for any other purpose, including, without limitation, any other litigation,
23 action, or proceeding or any business, competitive, or governmental purpose or function.

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1 25. All persons identified in Paragraph 6 of this Order may access any Confidential
2 Material without further order of the Court. At the conclusion of the case, any such persons to
3 who Confidential Material have been disclosed are to dispose of such Confidential Material
4 subject to Paragraph 17 of this Order.

5 IT IS SO ORDERED this 13th day of October, 2010.

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7 By: 
Honorable Peggy A. Leen,
United States Magistrate Judge

8
9 CONSENTED TO:

10 DATED this 4th day of August, 2010.

11 HUTCHISON & STEFFEN, LLC

SNELL & WILMER L.L.P.

12 By: /s/ Todd W. Prall
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Kumen L. Taylor, Esq.
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By: 
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Construction Supply, LLC, Century Steel
Holdings, Inc., Century Properties
Henderson 18, LLC and Century Steel, Inc.
(Utah)

14 Attorneys for Plaintiff/Counter-Defendant Pacific
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19 Attorneys for Defendants Lynn M. Leany, an
individual and as Trustee of the Lynn M. Leany
Family Trust

EXHIBIT A

**AGREEMENT TO BE BOUND BY THE PROTECTIVE ORDER
REGARDING CONFIDENTIALITY OF DOCUMENTS**

I, the undersigned, hereby acknowledge that I have received and read a copy of the Protective Order (“Order”) entered in Pacific Coast Steel et al. v. Todd Lee Leany et al. Civil Action Number 2:09-cv-02190-KJD-PAL, United States District Court for the District of Nevada; that I understand the provisions in the Order prohibiting the disclosure, exploitation, or use of Confidential Material or other discovery or deposition testimony for any purpose or in any manner not connected with the prosecution or defense of that matter; that I agree to be bound by all provisions of the Order; that I submit to the jurisdiction of the Court in which that matter is pending, and that I understand that sanctions may be imposed by the Court, including civil and criminal penalties for contempt of court, if I fail to abide by and comply with all the terms, conditions and restrictions imposed by the Order.

Date

Name (printed & signature)

